

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Brownstein Hyatt Farber Schreck, P.C.		2. Registration No. 5818						
3. Name of foreign principal Dubai Aerospace Enterprises (DAE) Ltd., (through Skadden, Arps, Slate, Meagher & Flom, LLP)	4. Principal address of foreign principal Level 8- Convention Tower P.O. Box 9522 Dubai, United Arab Emirates							
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Committee</td></tr><tr><td><input checked="" type="checkbox"/> Corporation</td><td><input type="checkbox"/> Voluntary group</td></tr><tr><td><input type="checkbox"/> Association</td><td><input type="checkbox"/> Other (specify): _____</td></tr></table> <input type="checkbox"/> Individual-State nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____							
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. N/A b) Name and title of official with whom registrant deals. N/A								
7. If the foreign principal is a foreign political party, state: a) Principal address. N/A b) Name and title of official with whom registrant deals. N/A c) Principal aim. N/A								

2007 JUL -2 PM 2:57
CRM/ISS/REGISTRATION UNIT

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Dubai Aerospace Enterprise (DAE) Ltd is a global Aerospace, Manufacturing and Services Corporation.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used)

Dubai Aerospace Enterprise (DAE) Ltd., is a privately held company initiated by the Government of Dubai with principal shareholders in both the public sector and the private sector. In addition to the Government of Dubai the shareholders include the Dubai Airport Free Zone Authority, Dubai International Capital, Istithmar, the Dubai International Financial Centre and AMLAK Finance. The Government of Dubai directly or indirectly owns more than 50% of the equity of DAE.

07 JUL -2 PM 2:57
COMMISSION/REGISTRATION UNIT

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A	Name and Title	Signature
06-29-07	Alfred Mottur Managing Partner, D.C. Office Brownstein/Hyatt/Farber/Schreck	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Brownstein Hyatt Farber Schreck, P.C.	2. Registration No. 5818
3. Name of Foreign Principal Dubai Aerospace Enterprises (DAE) Ltd. (through Skadden, Arps, Slate, Meagher & Flom, LLP)	

Check Appropriate Boxes:

4. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☒ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

The law firm of Brownstein Hyatt Farber Schreck, P.C. was retained by the law firm of Skadden, Arps, Slate, Meagher & Flom, LLP, to assist it in the representation of Dubai Aerospace Enterprises in its purchase of two companies from the Carlyle Group. See attached Agreement for Representation.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
See attached Agreement for Representation.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.


The services provided by the registrant are to assist Skadden Arps in planning communications and communicating with public officials concerning the transaction in which Dubai Aerospace Industries is purchasing two companies, Landmark Aviation and Standard Aero Holdings, from the Carlyle Group.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Individuals within the firm of Brownstein Hyatt Farber Schreck communicate with Congressional staff to explain the nature of the financial transaction, its compliance with federal law and the interest of the Carlyle Group and Dubai Aerospace Enterprises in following all appropriate procedures with regard to the purchase of the companies at issue by a foreign corporation.

2007 JUL -2 PM 2:57
CRM/ISS/REGISTRATION UNIT

Date of Exhibit B	Name and Title	Signature
06-29-07	Alfred Mottur, Managing Partner, D.C. Office Brownstein Hyatt Farber Schreck, P.C.	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CRM/ISS/REGISTRATION UNIT

Author: A. S. G. (1997) *Journal of the Royal Society of Medicine*, 90, 101-102.

Brownstein Hyatt Farber Schreck, P.C.
1350 I Street, NW, Suite 510
Washington, D.C. 20005-3355
T 202.296.7353 F 202.296.7009

Alfred E. Mottur
Attorney
T 202.872.5284
amottur@bhfs.com

Dear Mr. Schlager:

Effective March 1, 2007 our retainer fee amount will be \$40,000 per month through August 31, 2007. Skadden Arps and BHFS will discuss extending their relationship at the conclusion of this agreement, provided, however, that this agreement shall continue on a month to month basis after August 31, 2007, unless either party objects or the parties to this agreement enter into a new contract.

In addition to charging fees for government relations work, we also charge for certain out-of-pocket costs incurred by us in representing you. Charges for long distance telephone calls (domestic only), telecopy charges (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff are covered by an administrative fee, currently equal to 4.8% of the fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other fees, such as computer-assisted research fees, travel, meals, or hotel accommodation charges, those will be billed separately.

We also wish to emphasize that BHFS provides a wide array of legal and public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in the engagement letter, we hereby ask you, as we do each of our clients, to waive objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy

Ivan Schlager
March 14, 2007
Page 2

matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver will permit us to represent another client in advocating a change in law or policy areas such as, but not limited to, environmental or business regulation, international trade, telecommunications or taxation, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

You also agree that the work product of our attorneys, public policy professionals, and staff, including notes, research, and documents which we prepare, is the property of the firm. It is our policy to destroy all client files (including all documents and materials therein), eight years after we close such files upon completion of each matter. This file destruction procedure is automatic and you will not receive further notice prior to the destruction of these files.

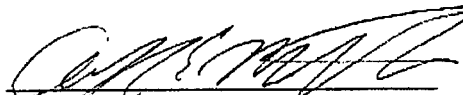
We are very pleased and privileged to work with you. Occasionally, we may provide lists of representative clients to various publications and may use your company name in marketing materials. Unless you instruct us to the contrary, you hereby consent that such use is acceptable.

Please indicate your agreement to the terms of this letter by executing the enclosed copy and returning it to me. We appreciate the opportunity to represent you.

Very truly yours,

BROWNSTEIN HYATT FARBER SCHRECK, P.C.


By


Alfred E. Mottur

ACCEPTED and AGREED TO this ____ day of March 2007

SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP

By:


Ivan Schlager

CRM/ISS/REGISTRATION UNIT

2007 JUL -2 PM 2:57